



STATE OF ARIZONA

REQUEST FOR QUOTATION

FAX ON DEMAND

QUOTATION NUMBER DC060321DUE DATE February 17, 2006 AT 5:00 P.M. M.S.T.**MAILING ADDRESS:**

ARIZONA DEPARTMENT OF CORRECTIONS
1601 W. JEFFERSON, MAIL CODE 55302
ATTN: CENTRAL PURCHASING UNIT
PHOENIX, ARIZONA 85007

HAND DELIVERY - OVERNIGHT MAIL

ARIZONA DEPARTMENT OF CORRECTIONS
1645 W. JEFFERSON
4th FLOOR, SUITE 4401
PHOENIX, ARIZONA 85007

In accordance with A.R.S. § Title 41, Chapter 23 A.A.C.R2-7-336; quotations for the materials or services specified will be received by the Department of Corrections, at the above specified location, until the time and date cited.

Quotations must be in the actual possession of the Department of Corrections on or prior to the time and date, and at the location indicated above. Late quotations will not be considered.

All quotations must be completed in ink or typewritten, delivered to the above address. Quotations may also be returned via facsimile to 602-364-3780. Additional instructions for preparing a quotation are provided in Instruction for Quotations.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE QUOTATION.

REQUESTING AGENCY:

Arizona Department of Corrections - ASPC-Tucson

MATERIAL, SERVICE AND/OR CONSTRUCTION:

Steel Tube Bundle

CONTRACT TYPE:

Firm Fixed Price

CONTRACT TERM:

Single Requirement

An Equal Employment Opportunity Agency


BUYER: Maria D. Nevarez(602) 542-1172

PHONE

February 6, 2006

DATE


DENEL PICKERING, CHIEF PROCUREMENT OFFICER

OFFER AND ACCEPTANCE**ARIZONA DEPARTMENT
OF CORRECTIONS****QUOTATION NO.**

DC060321

OFFER

SUBMIT THE ORIGINAL OF THIS FORM TO THE DEPARTMENT OF CORRECTIONS, 1601 WEST JEFFERSON, MAIL CODE 55302, PHOENIX, ARIZONA 85007.

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

SALES TAX PERCENT: _____ % (See Instructions for Quotations, Paragraph 4.)

Arizona Transaction (Sales) Privilege Tax

For clarification of this offer, contact:

License No.: _____

Name: _____

Federal Employer Identification

Phone: _____

No.: _____

Fax #: _____

Company Name

Signature of Person Authorized To Sign Offer

Address

Printed Name

City

State

Zip

Title

Small business certification: Vendor is _____ /is not _____ a small business (less than 100 employees _____ or has gross revenues of \$4 million or less _____.)

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the State.

Steel Tube Bundle, for ASPC-Tucson

This contract shall henceforth be referred to as Contract No. DC060321.
The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor has received purchase order or contract release document.

State of Arizona, Department of Corrections

Awarded this _____ Day of _____ 2006

Denel Pickering, Chief Procurement Officer

STATE OF ARIZONA

Instructions For Quotations

Revised 2005

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page no later than as indicated.
2. **OPENING:** This is an informal Quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Uniform General Terms and Conditions where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Department of Corrections, Purchasing Office.
4. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax, Sales Tax, if any, should be indicated as a separate item.
5. **QUOTE REJECTION:** The State reserves the right to reject any, or all, Quotations, combinations of items, or lot, and to waive defects or informalities.
6. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any Quotation which proposes like a quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
7. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. **UNIT PRICE:** In case of error in the extension prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the Quotation price in determining the low quote. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **SOURCE SELECTION:** This procurement is restricted to small business. A small business is one that, including its affiliates is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.
11. **SOURCE SELECTION CLARIFICATION:** Source Selection will apply only if Small Business Requirements under A.R.S. §41-2535, R2-7-335 are applicable for dollar amounts between \$1,000.00 and \$50,000.00

SPECIAL TERMS AND CONDITIONS

ARIZONA

DEPARTMENT OF CORRECTIONS

SOLICITATION NO. DC060321

PAGE NO. 1

1 SPECIAL TERMS AND CONDITIONS**1.1 Purpose**

1.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501, ext. seq., the State of Arizona intends to establish a contract for **Steel Tube Bundle, for ASPC-Tucson.**

1.2 Questions, Clarifications or Interpretations

1.2.1 Any doubt as to the requirements of the Fax on Demand or any apparent omissions or discrepancies shall be presented to the Department of Corrections Purchasing Office in writing. The Department will then determine the appropriate action necessary, if any, and issue a written amendment to the Fax on Demand.

1.2.1.1 Any questions relating to the solicitation should be mailed or faxed to the following:

Address:	Mailing Address: 1601 W. Jefferson, Mail Code 55302, Phoenix, AZ 85007
Phone:	602-542-1172
Fax:	602-364-3780

1.3 Delivery

1.3.1 As delivery will be an important consideration in awarding this bid, vendor shall indicate their best delivery time below:

Delivery time: _____ days after receipt of Purchase Order.

1.4 Delivery Acceptance

1.4.1 Delivery shall be accomplished between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday only, except holidays.

1.5 Warranty

1.5.1 Vendor shall submit complete warranty information. Information shall include repair/replacement policies and location of nearest factory authorized service center to the F.O.B. locations.

1.6 Brand Name

1.6.1 Reference made to items, identified by trade name, is intended to show kind and quality of products desired and is not intended to be restrictive or limit competition. The use of brand names or manufacturer's catalog references shall be construed as quality level, method and type of performance and does not indicate that item cited is mandatory. **Products substantially equivalent to those designated shall qualify for consideration.**

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SOLICITATION NO. DC060321**PAGE NO. 2****1.7 Descriptive Literature**

1.7.1 Vendor shall identify items, with manufacturer's name and catalog/model number. In addition, vendor shall furnish descriptive literature, including technical specifications of items other than specified and must identify any variances to facilitate comparison of bids.

1.7.2 Failure to submit descriptive literature or to identify any variances may result in bid disqualification.

1.8 Price Reduction

1.8.1 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

1.9 Serial Numbers

1.9.1 Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the Department of Corrections reserves the right to reject any altered equipment.

1.10 Rejection of Bids

1.10.1 The Arizona Department of Corrections, at its discretion may reject any and/or all bids.

1.11 Evaluation

1.11.1 This contract shall be awarded to the lowest, responsive, responsible vendor meeting the minimum specifications and requirements set forth in this Request for Quotation, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for the specified purpose.

1.12 Eligible Agencies

1.12.1 Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Corrections.

1.13 Taxes

1.13.1 Prices offered shall not include applicable State and Local taxes. The Department will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

1.14 Invoicing

1.14.1 A legible and detailed invoice shall be provided by the vendor upon delivery. The invoice shall reference at a minimum, the Department's purchase order number, description, part number and the correct discounted price including applicable taxes.

1.15 Award

1.15.1 It is the intention of the Department of Corrections to award a single contract for all of the proposed work.

SPECIAL TERMS AND CONDITIONS

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1.16 Cancellation

1.16.1 The Department of Corrections reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of this contract. The Department of Corrections will issue written notice to the contractor for acting or failing to act as in any of the following:

- ° The contractor provides material that does not meet the specifications of this contract;
- ° The contractor fails to adequately perform the services set forth in the specifications of this contract;
- ° The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- ° The contractor fails to progress in the performance of this contract and/or gives the Department of Corrections reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Department of Corrections. Failure on the part of the contractor to adequately address all issues of concern may result in the Department of Corrections resorting to any single or combination of the following remedies:

- ° Cancel any contract;
- ° Reserve all rights or claims of damage for breach or any covenants of the contract;
- ° Perform any test or analysis on materials for Compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

In case of default, the Department of Corrections reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Department of Corrections may recover any actual excess costs from the contractor or by:

- ° Deduction from unpaid balance;
- ° Collection against the bid and/or performance bond, or;
- ° Any combination of the above or any other remedies as provided by law.

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SOLICITATION NO. DC060321**PAGE NO.** 4**1.17 CRIPA**

1.17.1 The Arizona Department of Corrections (ADC) entered into an agreement with the Department of Justice regarding the matter of United States of America vs. Department of Corrections, et al. (Civil Action No. 97-476-PHX-ROS). The agreement affects all correctional and non correctional staff with female inmate contact, including contract providers.

1.17.1.1 The areas that impact the contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situations where a female inmate and male staff are alone together.

THE AGREEMENT REQUIRES:

1.17.1.2 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate will be removed from their position.

1.17.1.3 All future staff with significant female inmate contact will require extensive pre-employment screening.

1.17.1.4 All ADC contractors will now be required to provide for each new applicant: 1) a complete background questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in ADC prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.

1.17.1.5 ADC will perform the background checks at no charge to the contractor, however, the contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.

SPECIAL TERMS AND CONDITIONS

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CRIPA Cont'd

1.17.1.6

All current and future contract staff will be required to view a video describing inappropriate staff-inmate behavior. There will be a requirement that all staff will acknowledge in writing viewing of the video. ADC will provide the video to contract providers.

1.17.1.7

Pre-employment training will include at least eight (8) hours of specific topics relating to inappropriate staff-inmate behavior. ADC's video will be included in the curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment.)

1.17.1.8

ADC will provide the selected contractor with a copy of the lesson plan for their use. The plan will include the topics and procedural changes affecting staff working with female inmates. In-service training covering inappropriate staff-inmate behavior and viewing of video. The number of hours for in-service will be determined at a later date.

1.17.1.9

ADC will also provide a copy of the lesson plan for use by the contractor.

1.18 Insurance

1.18.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

1.18.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1.18.3 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.18.4 Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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Insurance Cont'd	1.18.4.1	General Aggregate	\$2,000,000
	1.18.4.2	Products - Completed Operations Aggregate	\$1,000,000
	1.18.4.3	Personal and Advertising Injury	\$1,000,000
	1.18.4.4	Blanket Contractual Liability - Written and Oral	\$1,000,000
	1.18.4.5	Fire Legal Liability	\$ 50,000
	1.18.4.6	Each Occurrence	\$1,000,000
	1.18.4.7	The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".	
	1.18.4.8	Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.	
	1.18.5	Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.	
	1.18.5.1	Combined Single Limit (CSL)	\$1,000,000
	1.18.5.2	The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".	
	1.18.6	Worker's Compensation and Employers' Liability	
	1.18.6.1	Workers' Compensation	Statutory
	1.18.6.2	Employers' Liability:	
	1.18.6.3	Each Accident	\$ 500,000
	1.18.6.4	Disease - Each Employee	\$ 500,000
	1.18.6.5	Disease - Policy Limit	\$1,000,000
	1.18.6.6	Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.	

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Insurance Cont'd

- 1.18.6.7 This requirement shall not apply to: Separately, each contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 1.18.7 Professional Liability (Errors and Omissions Liability)
- | | | |
|----------|------------------|-------------|
| 1.18.7.1 | Each Claim | \$1,000,000 |
| 1.18.7.2 | Annual Aggregate | \$2,000,000 |
- 1.18.7.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 1.18.7.4 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 1.18.7.5 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 1.18.8 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- | | |
|----------|--|
| 1.18.8.1 | The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. |
| 1.18.8.2 | The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. |
| 1.18.8.3 | Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract. |

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Insurance Cont'd

- 1.18.9 NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested.
- 1.18.10 ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 1.18.11 VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 1.18.12** All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.18.13** All certificates required by this Contract shall be sent directly to **State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002.** The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of insurance to the state of Arizona's Risk Management section.
- 1.18.14 SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 1.18.15 APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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SOLICITATION NO. DC060321**PAGE NO.** 9**Insurance Cont'd**

1.18.16 EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

1.19 Notice Warning

1.19.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition A.R.S. § 13-2501:

1.20 Federal Immigration and Nationality Act

1.20.1 By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified, shall result in the offer not being considered for contract award.

1.20.2 The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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SOLICITATION NO. DC060321**PAGE NO. 10****1.21 Contraband**

1.21.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- ° By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- ° By knowingly conveying contraband to any persons confined in a correctional facility; or
- ° By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

1.22 Product Discontinuance

1.22.1 In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1.22.2 A formal announcement from the manufacturer that the product or model has been discontinued.

1.22.3 Documentation from the manufacturer that names the replacement product or model.

1.22.4 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

1.22.5 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

1.22.6 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

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SOLICITATION NO. DC060321**PAGE NO. 11****1.23 Millennium Compliance****1.23.1 Hardware, Software, or Firmware Contracts:**

1.23.1.1 Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this contract properly exchanges date/time data with it. If this contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. This warranty shall survive the expiration or termination of this contract. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this contract. In addition, the defense of force majeure shall not apply to the failure of the contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

1.23.2 Contracts not involving Hardware, Software or Firmware:

1.23.2.1 Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that all products delivered and all services rendered under this contract shall comply in all respects to performance and delivery requirements of the specifications and shall not adversely be affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this contract. In addition, the defense of force majeure shall not apply to the contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

SPECIFICATIONS**SOLICITATION NO. DC060321****ARIZONA
DEPARTMENT OF CORRECTIONS
PAGE NO. 12****2 TASK**

- 2.1 Vendor is requested provide pricing to furnish and deliver, **F.O.B. Destination Freight Prepaid, Steel Tube Bundle** to the following Arizona Department of Corrections locations:

Arizona State Prison Complex - Tucson
1000 S. Wilmot Road
Tucson, Arizona 85732

3 GENERAL SPECIFICATIONS/REQUIREMENTS

- 3.1 This Solicitation No. DC060321 will be the only formal contract that will be issued. The Arizona Department of Corrections will not enter into or sign any other form of contract or agreement(s) from the vendor of award.

- 3.2 **Steel Tube Bundle - shall meet the minimum specifications listed below:**

- 3.2.1 Steel Tube Bundle shall be of the bent water tube design with tubes Grade SA-53 steel minimum 1-5/16" O.D. and wall thickness minimum. 133" welded to top and bottom headers with high tensile weld metal. End of headers to have accessible inspection openings. Tubing shall be staggered to provide a minimum of 8-pass self-baffled heating surface and designed with down corners to provide internal self-circulation.

- 3.2.1.1 #323 Water treatment gasket, and Installation Instructional Manual shall be included.

- 3.3 No Installation required.

Steel Tube Bundle for Parker Water Boiler WH970

Vendor Offers:

Mfg: _____ Model: _____

PRICE SHEET**SOLICITATION NO. DC060321****ARIZONA****DEPARTMENT OF CORRECTIONS****PAGE NO. 13****4 PRICING**

	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4.1 Steel Tube Bundle	2	\$ _____	\$ _____

SUB-TOTAL \$ _____

APPLICABLE TAX \$ _____

TOTAL \$ _____

NOTICE:

The vendor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. The vendor further acknowledges that the defense of force majeure shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

SALES TAX PERCENT: _____%, (See Uniform Instructions to Offerors for Formal Solicitation, Paragraph 3.10.)

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: _____%, if payment is made within _____ days.

PLEASE CHECK THE APPROPRIATE SELECTION BELOW THAT APPLIES TO YOUR COMPANY:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> 0 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 1 Small Business | <input type="checkbox"/> 2 Minority Owned Business | <input type="checkbox"/> 3 Women Owned Business |
| <input type="checkbox"/> 4 Owned By Disabled Individual | <input type="checkbox"/> 5 Small Business/Minority Owned | <input type="checkbox"/> 6 Small Business/Women Owned | <input type="checkbox"/> 7 Small Business/Disabled Owner |
| <input type="checkbox"/> 8 Minority-Women Owned Business | <input type="checkbox"/> 9 Disabled-Minority Owner Business | <input type="checkbox"/> 10 Disabled-Women Owned Business | <input type="checkbox"/> 11 Small Business/Minority-Women Owned |
| <input type="checkbox"/> 12 Small Business/Disabled-Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority-Women Owned | | |



CERTIFICATE OF INSURANCE

SOLICITATION NO. DC060321

**ARIZONA STATE
DEPARTMENT OF CORRECTIONS
1601 W. Jefferson
MC #55302
PHOENIX, ARIZONA 85004**

VENDOR

**COMPANY
LETTER**

**COMPANIES AFFORDING
COVERAGE**

**Current
A.M. Best
Rating**

NAME AND ADDRESS OF INSURANCE AGENCY:

A

B

NAME AND ADDRESS OF INSURED:

C

D

This is to Certify that the Policies of Insurance listed below have been issued to the Insured Named above for the Policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YR)	POLICY EXPIRATION DATE (MM/DD/YR)	LIMITS (.000)
	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Occurrence- Claims Made <input checked="" type="checkbox"/> Owner's & Contractors Prot. <input checked="" type="checkbox"/> Per Project Product/Completed Operations				Commercial Aggregate Products-Com/OP AGG. Personal & ADV. Injury Each Occurrence Fire Damage (Any One Fire) Med. Expenses (Any One Person)
	AUTOMOBILE LIABILITY Any Auto All Owned Autos All Owned Autos (Other than Priv. Pass) Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage
	PROFESSIONAL LIABILITY <input type="checkbox"/> Type <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence Aggregate
	EXCESS LIABILITY Umbrella Form Other than Umbrella Form				Each Occurrence Aggregate
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee
	Builders Risk				
	Other				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURERS AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED
 Arizona Department of Corrections
 1601 W. Jefferson, M/C 55302
 Phoenix, AZ 85007

AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY

SIGNATURE

DATE